



## **RFP No: 3625**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **Tuesday, June 1, 2010 @ 3:00 p.m. Central Time** for the acquisition of the services described below for the Mississippi Department of Education.

Acquisition of network and technical support services for local school districts for the Mississippi Department of Education
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**The Vendor must submit proposals and direct inquiries to:**

Lynn Ainsworth ISS Deputy Division Director Information Technology Services Suite 508, 301 North Lamar Street Jackson, MS 39201-1495 (601) 359-2750 Lynn.Ainsworth@its.ms.gov
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To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. 3625 due Tuesday, June 1, 2010 @ 3:00 p.m., ATTENTION: Lynn Ainsworth
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**David L. Litchliter**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3625.

- \_\_\_\_\_ 1) One clearly marked original response (including a soft copy) and 7 identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary* (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) Vendor response to *References* (Section IX)
- \_\_\_\_\_ 9) Vendor response to *Experience Information and Reference Workbook* (Attachment A), if Vendor is submitting a response for Proposal Option #1: Staffing Model.
- \_\_\_\_\_ 10) Vendor response to *Proposal Overview* (Attachment B), if Vendor is submitting a response for Proposal Option #2: Alternative Model.
- \_\_\_\_\_ 11) Vendor response to *Experience Information and Reference Workbook* (Attachment D), if Vendor is submitting a response for Proposal Option #3: Time & Materials Model.

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## SECTION I

### SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services (**ITS**) should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

**Original signature** of Officer in Bind of Company/Date

Name (typed or printed)

# Title

Company name

Physical address

State of Incorporation

## CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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## **PROPOSAL BONDS**

A Proposal Bond is not required in response to RFP No. 3625.

## **SECTION II**

### **PROPOSAL SUBMISSION REQUIREMENTS**

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and 7 identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 The original response must also include an electronic copy of the Vendor's response in Microsoft Word, Excel and/or pdf formats.
  - 8.3 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
  - 8.4 Number each page of the proposal.
  - 8.5 Respond to the sections and exhibits in the same order as this RFP.
  - 8.6 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.7 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 8.8 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 8.9 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.10 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 8.11 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 8.12 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the awarded Vendor.** The Vendor must complete the *Cost Information Submission* in this

RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and 7 copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be



submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1       The State's contact person for the selection process is: Lynn Ainsworth, ISS Deputy Division Director, 301 North Lamar Street, Suite 508, Jackson, MS 39201, 601-359-2750, [Lynn.Ainsworth@its.ms.gov](mailto:Lynn.Ainsworth@its.ms.gov).
- 13.2       Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

**1. Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

**2. Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

**3. Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

**4. Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml).

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

**5. Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

**6. Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

**13. Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

**14. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

**15. Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. The State expects BAFO solicitations for RFP No. 3625 to be limited to Vendors in competitive range for the Proposal Option(s) defined in Section VII that remain under consideration by the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

**16. Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

**17. Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

**18. Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

**19. Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

**5. Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

**6. Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

**7. Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
  - 7.3.1 Infringement issues;
  - 7.3.2 Bodily injury;
  - 7.3.3 Death;
  - 7.3.4 Physical damage to tangible personal and/or real property; and/or
  - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

**9. Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

**10. Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.



**11. Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

**12. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**13. Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

**14. Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their *Proposal Exception Summary Form*, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.
15. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**  
**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

**17. ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

**18. Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

**19. Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

**20. References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

**21. Outstanding Vendor Obligations**

- 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
- 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Remote Access via Virtual Private Network**

Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act. The ITS Public Records Procedures are available in Section 019-010 of the ITS Procurement Handbook, on the ITS Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

**35. Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

**36. Proposal Bond**

The Vendor is not required to include a proposal bond with his RFP proposal.

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the Mississippi Department of Education, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from ITS, unless an extension is agreed to by ITS.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, ITS will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after ITS and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and ITS shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or ITS elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal if his response includes a proposal for Option #2: Alternative Model, or a proposal for Option #3: Time & Materials Model. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Education after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to ITS, on behalf of Mississippi Department of Education, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Education, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and

found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP No. 3625.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation



formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due

to contract cancellation or loss of license or permit.

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

<b>ITS RFP Reference</b>	<b>Vendor Proposal Reference</b>	<b>Brief Explanation of Exception</b>	<b>ITS Acceptance (sign here only if accepted)</b>
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: [http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)



Remit Address (if different):

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7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml). **ITS** will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)



## **SECTION VII TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.4 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### **2. General Overview and Background**

- 2.1 Rationale for Statewide Network Support Service Being Offered through MDE
  - 2.1.1 The Mississippi Department of Education (MDE) desires to enter into a contract with a Vendor to provide network and technical support services on a statewide basis to local schools and school districts. MDE believes these services are an important part of fulfilling the State Board of Education’s responsibility to support school districts in their mission to

educate children. As published in the Mississippi State Board of Education Policy Manual under Section 102 *Responsibilities of the Mississippi Board of Education*, “The Board also regulates all matters arising in the practical administration of the school system not otherwise provided for.”

2.1.2 The MDE also desires to provide these services in response to the requirements outlined in Senate Bill 3350 (Technology in the Classroom) from the 2004 Legislative Session, now Mississippi Code Section 37-151-19.

2.1.3 Mississippi school districts are considered local governing authorities and are accountable to the MDE as defined in Mississippi Code. School districts set technology standards and implement technology solutions as determined by their local school boards and administrative leadership. Therefore, a traditional approach to providing network and technical support for geographically disbursed locations working within the confines of established policies, procedures and guidelines, with standardized hardware and software, is not applicable.

2.1.4 Mississippi school districts are required to use several software applications implemented by MDE; therefore, MDE desires a mechanism to assist school districts in maintaining stable technology infrastructure.

## 2.2 Information concerning School Districts and Technologies Used

2.2.1 Mississippi has 152 administrative school district offices and over 1,000 public schools. In school year 2008-2009, school districts reported 153,022 Internet-ready computers were in use and 3,629 non Internet-ready computers. High capacity networks represented 63.8% of the Internet-ready connections, 35.9% were medium capacity, and 0.4% were low capacity. The complete survey results are available via <http://msreports.mde.k12.ms.us/toc.aspx>.

2.2.2 School districts typically have designated technology coordinators; however, these individuals may serve as coordinators in addition to other full-time duties. The information technology knowledge and skill of the coordinators varies greatly from district to district.

2.2.3 The technology utilized by the schools and school districts provides Internet access, e-mail services, domain name services, administrative LANs, student LANs (including learning labs), web site services, K-12 specific applications, and security hardware/software.

## 2.3 Information regarding Network and Technical Support Services Provided via Current Contract

The report presented in Attachment C represents work performed during calendar year 2009, under the current contract as performed by the awarded Vendor, Ciber, Inc. This is historical information and not necessarily an indication of future need. It is included to provide Vendors with an understanding of recently performed work.

## 2.4 Scope of Services Requested via RFP No. 3625

2.4.1 The RFP requests proposals for a 3-year period, with 2 optional 1-year renewal periods.

2.4.2 The consistency of resources from the awarded Vendor(s) will be maintained through a personnel assignment guarantee in the contract.

2.4.3 RFP No. 3625 requests several types of proposals from Vendors, representing different solutions to the network and technical support needs of Mississippi school districts. Vendors may respond to one, two, or three of the models outlined below.

2.4.4 Summary of Proposal Option #1 – Staffing Model: The first type of proposal is for a staffing option, where MDE pays for full-time contractors to provide these services across the state. The contractors work under the day-to-day direction of an MDE employee. The State will consider 2 pricing models: one with fully-loaded rates, and another using base rates plus actual travel expenses (capped at State-approved rates.) This is a model similar to the one that has been used for the past decade. Vendor must indicate in response to this specification if the Vendor's response includes a proposal for this option.

2.4.5 Summary of Proposal Option #2 – Alternative Model: The second type of proposal is for Vendors to propose a service solution that meets the network and technical support needs of local schools and school districts using a business model that has proven successful for the proposing Vendors with other customers. Vendor must indicate in response to this specification if the Vendor's response includes a proposal for this option.

2.4.6 Summary of Proposal Option #3 – Time & Materials Model: The third type of proposal is for Vendors to propose Time & Materials hourly and daily rates to be used on a case-by-case basis as need dictates. Vendor must indicate in response to this specification if the Vendor's response includes a proposal for this option.

2.4.7 The State reserves the right to determine, in its sole discretion, whether the proposed models meet the business needs of MDE.

### 3. **Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	April 20, 2010
Second Advertisement Date for RFP	April 27, 2010
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on May 4, 2010
Deadline for Questions Answered and Posted to ITS Web Site	May 18, 2010
Proposals Due	June 1, 2010
Evaluation of Proposals Begins	June 2, 2010
Interviews (if deemed necessary)	
Vendor Demonstrations/Presentations (if deemed necessary)	
Site Visits (if deemed necessary)	
Contract Negotiations/Execution	
Notification of Intent to Award	
State Board of Education Presentation Requesting Approval	August 2010
ITS Board Presentation Requesting Approval	September 2010
Awarded Work to Begin	October 1, 2010

### 4. **Statements of Understanding – Procurement Process and Contract Negotiations**

- 4.1 The anticipated start date is October 1, 2010. Awarded Vendor(s) will be notified of the actual start date upon completion of the evaluation and contract negotiation process, and after presentation of the award request to the State Board of Education and the ITS Board.
- 4.2 Vendor's proposal in response to Proposal Option #1: Staffing Model may include no more than 7 candidates.
- 4.3 Vendor may submit no more than 1 proposal in response to Proposal Option #2: Alternative Model.
- 4.4 Vendor's proposal in response to Proposal Option #3: Time & Materials Model may include no more than 7 candidates.

### 5. **Vendor Qualifications and Experience**

The Vendor must provide a description of its organization. This description shall contain all pertinent data relating to the Vendor's organization, personnel and experience that

would substantiate the qualifications and capabilities of the Vendor to perform the services described herein. At a minimum, the Vendor must describe:

5.1        Brief History of Organization

- 5.1.1        Define growth of organization over the last three years.
- 5.1.2        Define organization's current position and commitment to the State in this market place.
- 5.1.3        Define market indicators that could affect the contractual obligations of the organization as it relates to this contract.
- 5.1.4        Define any impending merger or acquisition that would affect the organization that could impact this contract.

5.2        The organizational experience information provided should be for engagements similar to the size and scope of the Proposal Options in Vendor's response to this RFP.

- 5.2.1        Experience providing contractual technology services for other states or governmental agencies.
- 5.2.2        Experience providing network and technical support for geographically dispersed organizations.

5.3        Organization Size and Structure

Describe the Vendor's size and organizational structure and state whether the Vendor is based locally, regionally, nationally, or internationally, as well as its relationship to any parent firms, sister firms or subsidiaries.

- 5.3.1        Give the location of the Vendor's principal office and the number of executive and professional personnel employed at this office.
- 5.3.2        Give the location of the Vendor's office closest to Jackson, Mississippi, and the number of executive and professional personnel employed at this office.
- 5.3.3        Describe the issue resolution and escalation process that will be used within the Vendor(s) organization to resolve problems and issues that may arise during the course of this project.
- 5.3.4        If incorporated, the name of the state of incorporation shall be included. In order to execute a contract, the Vendor's firm must be qualified to do business in the state of Mississippi on or before the date the contract is signed.

- 5.4 The Vendor must provide a copy of its most recent annual report, credit rating number from an industry-accepted credit rating firm, or report of an auditor's unqualified opinion of the financial stability of the firm.

**6. Requirements for Awarded Work (regardless of model(s) proposed)**

- 6.1 Responses to each requirement in this section should provide the State with a clear and concise understanding of how the Vendor plans to fulfill these responsibilities.
- 6.2 Initial contract period will be from October 1, 2010, through June 30, 2013.
- 6.3 The State does not commit that network and technical support services required of school districts will be exclusively performed by the awarded Vendor from RFP No. 3625.
- 6.4 The awarded Vendor is precluded from selling hardware, software and/or services to school districts with whom they are working or have worked with under this contract for the duration of this contract.
- 6.4.1 Does there exist any possible conflict of interest in the sale of hardware, software and/or services to any Mississippi school districts? (A yes or no answer is required.)
- 6.4.2 If the possibility of a conflict does exist, provide a list of hardware, software and services the Vendor provides.
- 6.5 The awarded Vendor must be willing to work with other Vendors that for various reasons are involved in delivering technology at Mississippi school districts, including other Vendors awarded to perform services via this RFP.
- 6.6 The awarded Vendor must provide all necessary hardware, software and equipment for the individual(s) assigned to this project, including, but not limited to:
- 6.6.1 Laptop with wireless access using mobile Wi-fi
- 6.6.2 Cellular voice access
- 6.6.3 Cisco console cable
- 6.6.4 Computer tool kit
- 6.6.5 Network diagnostic/management tools (including, but not limited to: Cisco2000, CiscoSECURE, and HP OpenView)

- 6.7 The awarded Vendor must track, retain for the duration of the contract, and provide to MDE upon request, at a minimum, the following data about each event (trouble ticket, project, assignment, etc.):
  - 6.7.1 School District
  - 6.7.2 Date & Time Event Call/Notice Received
  - 6.7.3 Date & Time Work Started
  - 6.7.4 Date & Time Work Completed
  - 6.7.5 Travel Time (round trip)
  - 6.7.6 Date & Time Work Accepted by School District
  - 6.7.7 Amount of Time Required to Complete Work
  - 6.7.8 Whether work was in Direct Support of Student/Classroom Activity or whether work was for administrative support
  - 6.7.9 Brief Description of Work
- 6.8 The responsibility of the awarded Vendor(s), regardless of task to be performed, ends at the demarcation between the school district campus and the public.
- 6.9 Range of Anticipated Tasks to be Performed
  - 6.9.1 Plan, design, prepare specifications, and assist in evaluation of procurements to implement local and campus area networks, and instructional labs
  - 6.9.2 Implement, test and troubleshoot local and campus area networks, and instructional labs
  - 6.9.3 Design, configure, implement, and troubleshoot network hardware, software, ancillary services, and network communication gateways to other computing environments
  - 6.9.4 Monitor network performance and make modifications to enhance operating efficiency
  - 6.9.5 Make recommendations for modifications and enhancements to networks
  - 6.9.6 Develop criteria for utilization of network monitoring software

- 6.9.7      Develop methods and criteria for network traffic data collection and analysis
- 6.9.8      Manage network operations, identify and resolve network (and component) operating problems with other Vendors and local school/school district staff
- 6.9.9      Provide supporting expertise to other technical staff members in installing and configuring network equipment and in resolving user and systems problems
- 6.9.10     Maintain e-mail servers, including archival of e-mail and spam management
- 6.9.11     Migrate/convert e-mail services to new hardware and/or software
- 6.9.12     Perform server upgrades and consolidation
- 6.9.13     Provide a consistent resource to schools and school districts during periods of technology coordinator turnover/attrition
- 6.9.14     Support and troubleshoot video conferencing solutions
- 6.9.15     Assist school districts during their long range technology planning efforts
- 6.10      The scope of this RFP does not include application software support, such as de-bugging, enhancements and ad hoc report generation.

**7.      Proposal Option #1: Staffing Model**

- 7.1      Responses to each requirement in this section should provide the State with a clear and concise understanding of how the Vendor plans to fulfill these responsibilities.
- 7.2      The awarded individual(s) will be managed/supervised day-to-day by a specified MDE employee or his/her designee.
- 7.3      Individual(s) will be required to work at a designated location within the state an average of 40 hours-per-week during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.)
- 7.4      The individual(s) must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.



- 7.5        Awarded individual(s) will be allowed to work remotely when deemed appropriate by the State. All work completed remotely must be pre-approved by a specified MDE employee or his/her designee.
- 7.6        Vendor must indicate the available home base location(s) for individuals proposed, where 'home base' is the initiating location for calculation of travel expenses and would typically be where the individual resides.
- 7.6.1      The State may, at its sole discretion, give preference to individuals based on their proposed home base location(s).
- 7.6.2      Remote resolution of trouble tickets and completion of work assignments will be encouraged on a case-by-case basis to reduce travel time and expense.
- 7.7        Awarded individual(s) will receive trouble ticket and work assignments from a specified MDE employee or his/her designee. School district personnel will not contact awarded individual(s) directly to initiate work.
- 7.8        The individual(s) awarded to provide these services will use MDE's trouble ticket tracking system, FootPrints software, in accordance with the policies and procedures outlined by MDE Management Information Systems (MIS).
- 7.9        MDE will provide the awarded individual(s) access to the MDE network for use of FootPrints via a Virtual Private Network connection.
- 7.10      The individual(s) must be on call 24x7x365 for response to critical/severe trouble calls.
- 7.11      Awarded individual(s) may be required to attend standing, on-site meetings at the MDE office located at 359 North West Street, Jackson, Mississippi 39205.
- 7.12      The individuals may be required to develop and deliver periodic training events for technology coordinators. The State expects this training to be either classroom/face-to-face instruction or webinar-type presentation.
- 7.13      Some of the tasks required under this agreement, such as classroom-delivered training, must be performed on-site at the MDE office located at 359 North West Street, Jackson, Mississippi 39205.
- 7.14      Vendor must describe the reporting to the MDE for service provided, including, at a minimum, the level of detail and frequency.
- 7.14.1     Vendor must provide sample reports as part of his proposal.
- 7.15      Vendor must describe the invoicing process to the MDE for service provided, including, at a minimum, the level of detail and frequency.

7.15.1 Vendor must provide sample invoices as part of his proposal.

## 7.16 Qualifications of Successful Individuals

7.16.1 Vendor must be aware the specifications listed below are minimum requirements. Should the Vendor choose to propose individual(s) who exceed the requirements, it is the Vendor's responsibility to specify in what manner the proposed individual(s) exceeds requirements.

7.16.2 Individual(s) proposed must have verifiable working experience in each of the following areas.

	Technical Skill Set	Requirement
7.16.2.1	Project management experience for hardware and software implementation projects	2 years
7.16.2.2	CAN, LAN and network design experience, including development of layouts and specifications	2 years
7.16.2.3	Certified Novell Engineer (CNE) with relevant work experience	3 years
7.16.2.4	Microsoft Certified Systems Engineer (MSCE) with relevant work experience	3 years
7.16.2.5	Cisco Certified Network Associate (CCNA) with relevant work experience including, but not limited to, connecting into routers via PCs and laptops, examining interfaces, pinging and tracing routes; and basic IP configuration	3 years
7.16.2.6	Server and workstation virtualization experience	3 years
7.16.2.7	Novell Directory Services (NDS) experience	2 years
7.16.2.8	Microsoft Active Directory experience	2 years
7.16.2.9	GroupWise 7.x (or higher) experience	2 years
7.16.2.10	Microsoft Exchange 2000 (or higher) experience	2 years

	<b>Technical Skill Set</b>	<b>Requirement</b>
7.16.2.11	Microsoft Windows 95/98/NT/2000/XP and/or Vista experience	3 years
7.16.2.12	Cisco routers, switches, and cache engines experience	3 years
7.16.2.13	Novell Netware 6.5 (or higher) experience	3 years
7.16.2.14	Microsoft Windows 2003/2008 experience	3 years
7.16.2.15	Cisco PIX Box / ASA experience	3 years

7.16.3 Individual(s) proposed must have the following business skills.

	<b>Business Skill Set/Requirements</b>
7.16.3.1	Ability to effectively communicate in English verbally and in writing
7.16.3.2	Ability to interact with functional users and technical staff regarding business and information technology needs
7.16.3.3	Ability to listen and solve problems
7.16.3.4	Ability to create and maintain documentation
7.16.3.5	Ability to quickly and efficiently manage multiple tasks and projects
7.16.3.6	Ability to effectively work with team members in multiple geographic locations throughout Mississippi

7.16.4 Individual(s) proposed may be given additional consideration for the following skills.

	<b>Technical/Business Skill Set</b>
7.16.4.1	Security Certifications, such as Certified Information Systems Security Professional (CISSP) and SysAdmin, Audit, Network, and Security (SANS)
7.16.4.2	Experience implementing audio-visual communications (video conferencing) using H.323 protocol

	<b>Technical/Business Skill Set</b>
7.16.4.3	Experience developing and delivering technical training in a classroom setting

7.16.5 The individual(s) awarded to provide these services will remain part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of ITS. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

7.16.6 Individuals proposed must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

## 7.17 Proposal Submission and Evaluation

7.17.1 ITS reserves the right to award this project to one or more Vendors for one or more individuals.

### 7.17.2 Cost using a Fully-Loaded Rate

7.17.2.1 Vendor must propose a fully-loaded hourly rate, including travel, to do all work on-site at designated locations within the state. The State will not pay travel expenses.

7.17.2.2 Vendor must commit to the proposed fully-loaded hourly rate for one year. Vendor must state the maximum annual percentage increase for each hourly rate, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.

### 7.17.3 Cost using a Base Rate Plus Travel and Expenses

7.17.3.1 Vendor must propose a base hourly rate, excluding travel and expenses, to do all work on-site at designated locations within the state.

7.17.3.2 Travel will be reimbursed in accordance with policies and not-to-exceed rates in Mississippi's State Travel Guidelines  
<http://www.dfa.state.ms.us/Purchasing/Travel/Travel.h>

[tml](http://www.mde.k12.ms.us/accounting/travel.html) ), and in accordance with the MDE Travel Policy (<http://www.mde.k12.ms.us/accounting/travel.html> )

- 7.17.3.3 Vendor must commit to the proposed base hourly rate for one year. Vendor must state the maximum annual percentage increase for each hourly rate, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.

7.17.4 An *Experience Information and Reference Workbook* (Attachment A) must be completed for each individual proposed and submitted as part of the Vendor's proposal. **This information must be completed and returned to ITS in the Excel document posted with the RFP.** Each workbook includes 2 sheets listing the specifications included in items 7.16.2, 7.16.3 and 7.16.4 above. Instructions for filling out the workbook appear on each sheet. Carefully read and follow these instructions. Proposals received without an *Experience Information and Reference Workbook* for each proposed individual will be eliminated from consideration. Proposals containing *Experience Information and Reference Workbooks* that are not completely/correctly filled out may be eliminated, in whole or in part, from further consideration.

7.17.5 The *Experience Information and Reference Workbook* (Attachment A) must show the amount of experience **in years and months (e.g., 5 years, 2 months)** for each applicable specification(s) met by each project.

7.17.6 Relevant experience included in the workbook must identify the company with which the experience was acquired.

7.17.7 Individuals who do not meet the minimum requirements described in specifications 7.16.2 and 7.16.3 will be eliminated from consideration. The experience listed on the *Experience Information and Reference Workbook* (Attachment A) must be verifiable via reference checks. Experience listed that cannot be verified will not count toward meeting the minimum requirement.

7.17.8 A copy of the individual(s) resume must be included. Proposals received without resumes may be eliminated from consideration. ITS will not use a resume to add experience to the *Experience Information and Reference Workbook* (Attachment A). ITS will use resumes to compare to experience listed on the *Experience Information and Reference Workbook*.

7.17.9 A telephone number must be included for each individual proposed so he/she can be contacted for a telephone interview. ITS will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls. ITS will work with the Vendor to set up a date and

time for the interview; however, ITS must be able to contact the individual directly.

7.17.10 Individuals scoring less than 50% of telephone interview points may be eliminated from further consideration.

7.17.11 Proposed individuals may be required to attend an on-site interview with the State. All costs associated with the on-site interview will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site interview with a 7 calendar day notice from ITS.

7.17.12 Individuals scoring less than 75% of on-site interview points may be eliminated from further consideration.

7.17.13 Individuals receiving negative references may be eliminated from further consideration.

7.17.14 Reference information must be completed in the *Experience Information and Reference Workbook* for each individual proposed. Vendor must provide at least 3 references for each proposed individual. Reference information must correlate to the experience provided in the *Experience Information and Reference Workbook* for each individual proposed. **ITS** prefers that references be from completed and/or substantially completed jobs that closely match the work described in this RFP. Reference information must include, at a minimum, company, supervisor's name and title, supervisor's telephone number, supervisor's e-mail, start and end dates of project, and a brief description of the project. Inability to reach the reference will result in that reference being deemed non-responsive.

## 8. **Proposal Option #2: Alternative Model**

- 8.1 Responses to each requirement for this Model should provide the State with a clear and concise understanding of how the Vendor plans to deliver these services.
- 8.2 The State desires a single, service-based contract that provides Mississippi school districts with network and technical support services.
- 8.3 The awarded Vendor is responsible for the successful delivery of network and technical support services to Mississippi school districts.
- 8.4 Vendor must describe the proposed model using Attachment B – Proposal Overview. Vendor must provide a Proposal Overview that condenses and highlights their proposal. The Proposal Overview must describe and explain the number and type of roles/positions needed for delivery of service at this level.

- 8.5 Vendor must enumerate why the proposed model is efficient and cost effective.
- 8.6 The proposed model may include the use of resources with different experience from the experience requirements outlined in this RFP for Proposal Option #1: Staffing Model, and Proposal Option #3 – Time & Materials Model.
- 8.7 Vendor must describe the reporting to the MDE for service provided, including, at a minimum, the level of detail and frequency.
- 8.7.1 Vendor must provide sample reports as part of his proposal.
- 8.8 Vendor must describe the invoicing process to the MDE for service provided, including, at a minimum, the level of detail and frequency.
- 8.8.1 Vendor must provide sample invoices as part of his proposal.
- 8.9 Vendor must describe the response time guarantees offered as part of the proposal, including, but not limited to:
- 8.9.1 Maximum length of time before return call/communication acknowledging receipt of service request;
- 8.9.2 Maximum length of time before resolution of reported trouble (by severity and including definitions of severity levels); and
- 8.9.3 Maximum length of time before completion of service request (by severity and including definitions of severity levels).
- 8.10 MDE will reimburse the awarded Vendor for travel, if travel expenses are itemized or otherwise included in the Vendor's cost proposal for the Alternative Model.
- 8.10.1 Travel will be reimbursed in accordance with policies and not-to-exceed rates in Mississippi's State Travel Guidelines (<http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>), and in accordance with the MDE Travel Policy (<http://www.mde.k12.ms.us/accounting/travel.html>).
- 8.11 Vendor must commit to the proposed pricing for one year. Vendor must state the maximum annual percentage increase for each cost item, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.
- 8.12 Fully-Loaded Hourly Change Order Rate(s)

8.12.1 Vendor must propose a fully-loaded, hourly Change Order rate, including differentiation of rates by role, if appropriate to Vendor's proposal. The State will not pay travel expenses.

8.12.2 Vendor must commit to the proposed fully-loaded, hourly Change Order rate(s) for one year. Vendor must state the maximum annual percentage increase for each change order rate, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.

8.13 Proposal Submission and Evaluation

At the discretion of the State, the evaluators may request interviews, demonstrations/oral presentation, and/or site visit with any and all Vendors for the purpose of clarification or amplification of information presented in any part of the Vendor's proposal. Although these events may be requested, they will not be allowed in lieu of a written proposal. Key individuals identified in the Vendor's proposal will be required to attend.

9. **Proposal Option #3: Time and Materials Model**

9.1 Responses to each requirement in this section should provide the State with a clear and concise understanding of how the Vendor plans to fulfill these responsibilities.

9.2 The individual(s) must be available as dictated by the school district where the work is being performed. It is anticipated that the majority of the work will be performed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.

9.3 Awarded individual(s) will be allowed to work remotely when deemed appropriate by the State. All work completed remotely must be pre-approved by a specified MDE employee or his/her designee.

9.4 Remote resolution of trouble tickets and completion of work assignments will be encouraged on a case-by-case basis to reduce travel time and expense.

9.5 The awarded Vendor must use a Statement of Work / Quote process for work estimated to take more than 8 hours effort or one (1) day duration to complete. Vendor must describe the proposed Statement of Work / Quote process.

9.6 Vendor must describe the reporting to the MDE for service provided, including, at a minimum, the level of detail and frequency.

9.6.1 Vendor must provide sample reports as part of his proposal.

9.7 Vendor must describe the invoicing process to the MDE for service provided, including, at a minimum, the level of detail and frequency.



9.7.1 Vendor must provide sample invoices as part of his proposal.

## 9.8 Qualifications of Successful Individuals

9.8.1 Vendor must be aware the specifications listed below are minimum requirements. Should the Vendor choose to propose individual(s) who exceed the requirements, it is the Vendor's responsibility to specify in what manner the proposed individual(s) exceeds requirements.

9.8.2 Individual(s) proposed must have verifiable working experience in the following areas.

	<b>Technical Skill Set</b>	<b>Requirement</b>
9.8.2.1	Project management experience for hardware and software implementation projects	2 years
9.8.2.2	CAN, LAN and network design experience, including development of layouts and specifications	2 years
9.8.2.3	Certified Novell Engineer (CNE) with relevant work experience	3 years
9.8.2.4	Microsoft Certified Systems Engineer (MSCE) with relevant work experience	3 years
9.8.2.5	Cisco Certified Network Associate (CCNA) with relevant work experience including, but not limited to, connecting into routers via PCs and laptops, examining interfaces, pinging and tracing routes; and basic IP configuration	3 years
9.8.2.6	Server and workstation virtualization experience	3 years
9.8.2.7	Novell Directory Services (NDS) experience	2 years
9.8.2.8	Microsoft Active Directory experience	2 years
9.8.2.9	GroupWise 7.x (or higher) experience	2 years
9.8.2.10	Microsoft Exchange 2000 (or higher) experience	2 years

	<b>Technical Skill Set</b>	<b>Requirement</b>
9.8.2.11	Microsoft Windows 95/98/NT/2000/XP and/or Vista experience	3 years
9.8.2.12	Cisco routers, switches, and cache engines experience	3 years
9.8.2.13	Novell Netware 6.5 (or higher) experience	3 years
9.8.2.14	Microsoft Windows 2003/2008 experience	3 years
9.8.2.15	Cisco PIX Box / ASA experience	3 years

9.8.3 Individual(s) proposed must have the following business skills.

	<b>Business Skill Set/Requirements</b>
9.8.3.1	Ability to effectively communicate in English verbally and in writing
9.8.3.2	Ability to interact with functional users and technical staff regarding business and information technology needs
9.8.3.3	Ability to listen and solve problems
9.8.3.4	Ability to create and maintain documentation
9.8.3.5	Ability to quickly and efficiently manage multiple tasks and projects
9.8.3.6	Ability to effectively work with team members in multiple geographic locations throughout Mississippi

9.8.4 Individual(s) proposed may be given additional consideration for the following skills.

	<b>Technical/Business Skill Set</b>
9.8.4.1	Security Certifications, such as Certified Information Systems Security Professional (CISSP) and SysAdmin, Audit, Network, and Security (SANS)
9.8.4.2	Experience implementing audio-visual communications (video conferencing) using H.323 protocol

9.8.5 The individual(s) awarded to provide these services will remain part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of ITS. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

9.8.6 Individuals proposed must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

## 9.9 Proposal Submission and Evaluation

9.9.1 ITS reserves the right to award this project to one or more Vendors for one or more individuals.

### 9.9.2 Cost using Fully-Loaded Rates

9.9.2.1 Vendor must propose fully-loaded hourly and daily rates, including travel, to do all work on-site at designated locations within the state. The State will not pay travel expenses.

9.9.2.2 Vendor may propose rates differentiating between work performed during regular business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) and work performed after regular business hours.

9.9.2.3 Vendor must commit to the proposed fully-loaded hourly and daily rates for one year. Vendor must state the maximum annual percentage increase for each hourly and daily rate, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.

### 9.9.3 Cost using Base Rates Plus Travel & Expenses

9.9.3.1 Vendor must propose base hourly and daily rates, excluding travel & expenses, to do all work on-site at designated locations within the state.

9.9.3.2 Vendor may propose rates differentiating between work performed during regular business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) and work performed after regular business hours.

9.9.3.3 Travel will be reimbursed in accordance with policies and not-to-exceed rates in Mississippi's State Travel Guidelines (<http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>), and in accordance with the MDE Travel Policy (<http://www.mde.k12.ms.us/accounting/travel.html>).

9.9.4 Vendor must commit to the proposed base hourly and daily rates for one year. Vendor must state the maximum annual percentage increase for each hourly and daily rate, not to exceed 5% per year. This price escalation cap will be incorporated into the contract.

9.9.5 An *Experience Information and Reference Workbook* (Attachment D) must be completed for each individual proposed and submitted as part of the Vendor's proposal. **This information must be completed and returned to ITS in the Excel document posted with the RFP.** Each workbook includes 2 sheets listing the specifications included in items 9.8.2, 9.8.3 and 9.8.4 above. Instructions for filling out the workbook appear on each sheet. Carefully read and follow these instructions. Proposals received without an *Experience Information and Reference Workbook* for each proposed individual will be eliminated from consideration. Proposals containing *Experience Information and Reference Workbooks* that are not completely/correctly filled out may be eliminated, in whole or in part, from further consideration.

9.9.6 The *Experience Information and Reference Workbook* (Attachment D) must show the amount of experience **in years and months (e.g., 5 years, 2 months)** for each applicable specification(s) met by each project.

9.9.7 Relevant experience included in the workbook must identify the company with which the experience was acquired.

9.9.8 Individuals who do not meet the minimum requirements described in specifications 9.8.2 and 9.8.3 will be eliminated from consideration. The experience listed on the *Experience Information and Reference Workbook* (Attachment D) must be verifiable via reference checks. Experience listed that cannot be verified will not count toward meeting the minimum requirement.

9.9.9 A copy of the individual(s) resume must be included. Proposals received without resumes may be eliminated from consideration. ITS will not use a resume to add experience to the *Experience Information and Reference Workbook* (Attachment D). ITS will use resumes to compare to experience listed on the *Experience Information and Reference Workbook*.

9.9.10 A telephone number must be included for each individual proposed so he/she can be contacted for a telephone interview. ITS will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls. ITS will work with the Vendor to set up a date and time for the interview; however, ITS must be able to contact the individual directly.

9.9.11 Individuals scoring less than 50% of telephone interview points may be eliminated from further consideration.

9.9.12 Proposed individuals may be required to attend an on-site interview with the State. All costs associated with the on-site interview will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site interview with a 7 calendar day notice from ITS.

9.9.13 Individuals scoring less than 75% of on-site interview points may be eliminated from further consideration.

9.9.14 Individuals receiving negative references may be eliminated from further consideration.

9.9.15 Reference information must be completed in the *Experience Information and Reference Workbook* for each individual proposed. Vendor must provide at least 3 references for each proposed individual. Reference information must correlate to the experience provided in the *Experience Information and Reference Workbook* for each individual proposed. **ITS** prefers that references be from completed and/or substantially completed jobs that closely match the work described in this RFP. Reference information must include, at a minimum, company, supervisor's name and title, supervisor's telephone number, supervisor's e-mail, start and end dates of project, and a brief description of the project. Inability to reach the reference will result in that reference being deemed non-responsive.

## 10. **Additional Requirements**

10.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed network and technical support solution. Vendors must specify, here, what additional requirements may be needed and are proposed in order to complete each Option for which the Vendor has submitted a proposal.

## 11. **Scoring Methodology**

11.1 ITS will use any or all of the following categories in developing a scoring mechanism for this RFP prior to receipt of proposals. All information

provided by the Vendors, as well as any other information available to the evaluation team, will be used to evaluate the proposals.

**11.1.1 Proposal Option #1: Staffing Model**

11.1.1.1 Cost

11.1.1.2 Vendor Qualifications and Experience

11.1.1.3 Individual(s) Experience

11.1.1.4 Interview

**11.1.2 Proposal Option #2: Alternative Model**

11.1.2.1 Cost

11.1.2.2 Vendor Qualifications and Experience

11.1.2.3 Functional/Technical Proposal

**11.1.3 Proposal Option #3: Time & Materials Model**

11.1.3.1 Cost

11.1.3.2 Vendor Qualifications and Experience

11.1.3.3 Individual (s) Experience

11.1.3.4 Interview

11.2 Each category included in the scoring mechanism is assigned a weight between one and 100. The sum of all categories, other than Value-Add, will equal 100 possible points. Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score for each Proposal Option.

11.3 Cost proposals for any proposal scoring less than 75% of technical requirements (exclusive of evaluation points for cost and added value) for a given Proposal Option may be eliminated from further consideration. **ITS** reserves the right to eliminate proposals not meeting the technical specifications and focus solely on the remaining proposals.

- 11.4 The 3-year lifecycle cost component will be calculated in accordance with the **ITS** cost scoring formula. Vendors not receiving at least fifty percent (50%) of the available cost points may, at the sole discretion of the State, be eliminated from further evaluation.
  
- 11.5 Following completion of the interviews (if applicable), Vendor demonstrations and oral presentations (if applicable), and site visits (if applicable), the evaluators will reevaluate any scores as necessary. Finally, the functional/cost scores will be combined with any value added points to render Vendor's final score that will determine the "lowest and best" Vendor for each of the Proposal Options.

## SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrices that follow for each of the Proposal Options included in the Vendor's response. Each matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

<b>Proposal Option #1: Staffing Model</b>		
<b>Proposed Individuals (limit of 7)</b>		
<b>INDIVIDUAL NAME</b>	<b>INDIVIDUAL'S DIRECT TELEPHONE NUMBER</b>	<b>HOME BASE LOCATION(S) – (format: city, state)</b>



<b>Proposal Option #1: Staffing Model – Fully Loaded Hourly Rates</b>			
<b>Proposed Individuals (limit of 7)</b>			
<b>ESCALATION RATE (maximum 5% annually)</b>	<b>INDIVIDUAL NAME</b>	<b><u>FULLY LOADED</u> HOURLY RATE</b>	<b>ANNUAL COST (assuming 2,080 hours per year)*</b>
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			

\* - Calculation for evaluation purposes only. Payment to be made for actual hours worked.

<b>Proposal Option #1: Staffing Model – Base Hourly Rates</b>			
<b>Proposed Individuals (limit of 7)</b>			
<b>ESCALATION RATE (maximum 5% annually)</b>	<b>INDIVIDUAL NAME</b>	<b><u>BASE</u> HOURLY RATE</b>	<b>ANNUAL COST (assuming 2,080 hours per year)*</b>
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Total for Individual:			

\* - Calculation for evaluation purposes only. Payment to be made for actual hours worked.

<b>Proposal Option #2: Alternative Model</b>	
<b>DESCRIPTION</b>	<b>COST</b>
Performance Bond/Irrevocable Bank Letter of Credit	
<b>Total Cost for Year 1:</b>	
<b>Total Cost for Year 2, including escalation rate of ____ % (maximum 5% annually):</b>	
<b>Total Cost for Year 3, including escalation rate of ____ % (maximum 5% annually):</b>	
<b>TOTAL COST:</b>	

Proposal Option #2: Alternative Model		
Change Order Rate(s)		
ESCALATION RATE (maximum 5% annually)	ROLE	FULLY LOADED HOURLY CHANGE ORDER RATE
Year 1 – N/A		
Year 2 -    %		
Year 3 -    %		
Year 1 – N/A		
Year 2 -    %		
Year 3 -    %		
Year 1 – N/A		
Year 2 -    %		
Year 3 -    %		
Year 1 – N/A		
Year 2 -    %		
Year 3 -    %		
Year 1 – N/A		
Year 2 -    %		
Year 3 -    %		

<b>Proposal Option #3: Time &amp; Materials Model</b>	
<b>Proposed Individuals (limit of 7)</b>	
<b>INDIVIDUAL NAME</b>	<b>INDIVIDUAL'S DIRECT TELEPHONE NUMBER</b>

<b>Proposal Option #3: Time &amp; Materials Model</b>	
<b>DESCRIPTION</b>	<b>COST</b>
Performance Bond/Irrevocable Bank Letter of Credit	

<b>Proposal Option #3: Time &amp; Materials Model – Fully Loaded Hourly Rates</b>			
<b>Proposed Individuals (limit of 7)</b>			
<b>ESCALATION RATE (maximum 5% annually)</b>	<b>INDIVIDUAL NAME</b>	<b><u>FULLY LOADED HOURLY RATE – REGULAR BUSINESS HOURS</u></b>	<b><u>FULLY LOADED HOURLY RATE – AFTER HOURS</u></b>
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			

<b>Proposal Option #3: Time &amp; Materials Model – Base Hourly Rates</b>			
<b>Proposed Individuals (limit of 7)</b>			
<b>ESCALATION RATE (maximum 5% annually)</b>	<b>INDIVIDUAL NAME</b>	<b><u>BASE HOURLY RATE – REGULAR BUSINESS HOURS</u></b>	<b><u>BASE HOURLY RATE – AFTER HOURS</u></b>
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			
Year 1 – N/A			
Year 2 - %			
Year 3 - %			

## SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms. Vendor must use the form included in this Section to provide the following information.

Note: These are Vendor account references, and should not be confused with the individual candidate's references required in the *Experience Information and Reference Workbooks* (Attachments A and D).

### 1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the evaluation team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information:
  - 1.2.1 The reference account must be similar in function and/or size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference account must have been in place for at least 24 months **Error! Reference source not found.**; and
  - 1.2.3 Service for the reference account must be delivered similarly or identically to the Proposal Option(s) included in the Vendor's response. Refer to the Vendor Experience and Qualifications requirements in Section VII.5.2. for detailed Vendor experience requirements by Proposal Option. These Vendor experience requirements must be reflected in the Vendor's references.

### 2. Subcontractors

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and five (5) references for whom the subcontractor has performed work that the State may contact. Forms for



providing subcontractor information and references are included at the end of this Section.

The Reference requirements may be met by a combination of experiences from both the Vendor and subcontractor(s).

## **REFERENCE FORM**

### **Complete five (5) Reference Forms.**

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project:

--

## **SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

--

**Complete five (5) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Project Start Date:  
Project End Date:

Description of product/services/project:

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**ATTACHMENT A**  
**EXPERIENCE INFORMATION AND REFERENCE WORKBOOK**  
**for Proposal Option #1: Staffing Model**

Please see Excel spreadsheet posted with RFP.

**ATTACHMENT B  
PROPOSAL OVERVIEW  
for Proposal Option #2: Alternative Model**

Vendor must provide a Proposal Overview that will condense and highlight their proposal for all important steps the Vendor believes necessary for this project using Attachment B. The Proposal Overview must describe and explain the number and type of functional positions needed for a project of this size.

**ATTACHMENT C  
REPORT FROM PREVIOUS CONTRACT**

Report begins on next page.

**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
0130 NATCHEZ ADAMS SCHOOL DIST	29 hours, 30 minutes
0200 ALCORN SCHOOL DIST	50 hours, 45 minutes
0220 CORINTH SCHOOL DIST	0 hours, 15 minutes
0300 AMITE CO SCHOOL DIST	146 hours, 30 minutes
0400 ATTALA CO SCHOOL DIST	155 hours, 19 minutes
0420 KOSCIUSKO SCHOOL DIST	52 hours, 2 minutes
0500 BENTON CO SCHOOL DIST	120 hours, 10 minutes
0611 WEST BOLIVAR SCHOOL DIST	26 hours, 10 minutes
0612 BENOIT SCHOOL DIST	0 hours, 45 minutes
0613 NORTH BOLIVAR SCHOOL DIST	31 hours, 15 minutes
0614 CLEVELAND SCHOOL DIST	31 hours, 5 minutes
0615 SHAW SCHOOL DIST	9 hours, 10 minutes
0616 MOUND BAYOU PUBLIC SCHOOL	5 hours, 5 minutes
0700 CALHOUN CO SCHOOL DIST	4 hours, 10 minutes
0800 CARROLL CO SCHOOL DIST	129 hours, 4 minutes
0900 CHICKASAW CO SCHOOL DIST	6 hours, 25 minutes
0920 HOUSTON SCHOOL DIST	6 hours, 20 minutes
0921 OKOLONA SEPARATE SCHOOL DIST	33 hours, 45 minutes
1000 CHOCTAW CO SCHOOL DIST	2 hours, 21 minutes
1100 CLAIBORNE CO SCHOOL DIST	138 hours, 0 minutes
1211 ENTERPRISE SCHOOL DIST	62 hours, 25 minutes
1212 QUITMAN SCHOOL DIST	6 hours, 55 minutes
1300 CLAY CO SCHOOL DIST	2 hours, 20 minutes

**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
1320 WEST POINT SCHOOL DIST	20 hours, 50 minutes
1400 COAHOMA COUNTY SCHOOL DIST	20 hours, 0 minutes
1402 COAHOMA CO AHS	13 hours, 25 minutes
1420 CLARKSDALE SEPARATE SCHOOL DIST	61 hours, 45 minutes
1500 COPIAH CO SCHOOL DIST	94 hours, 0 minutes
1520 HAZLEHURST CITY SCHOOL DIST	98 hours, 0 minutes
1600 COVINGTON CO SCHOOLS	15 hours, 16 minutes
1700 DESOTO CO SCHOOL DIST	8 hours, 45 minutes
1800 FORREST COUNTY SCHOOL DIST	56 hours, 0 minutes
1802 FORREST COUNTY AG HIGH SCHOOL	117 hours, 30 minutes
1820 HATTIESBURG PUBLIC SCHOOL DIST	10 hours, 40 minutes
1821 PETAL SCHOOL DIST	3 hours, 15 minutes
2000 GEORGE CO SCHOOL DIST	35 hours, 0 minutes
2100 GREENE CO SCHOOL DIST	135 hours, 0 minutes
2220 GRENADA SCHOOL DIST	0 hours, 10 minutes
2300 HANCOCK CO SCHOOL DIST	20 hours, 0 minutes
2320 BAY ST LOUIS WAVELAND SCHOOL DIST	66 hours, 0 minutes
2400 HARRISON CO SCHOOL DIST	1 hour, 5 minutes
2420 BILOXI PUBLIC SCHOOL DIST	8 hours, 0 minutes
2421 GULFPORT SCHOOL DIST	45 hours, 0 minutes
2422 LONG BEACH SCHOOL DIST	87 hours, 0 minutes
2423 PASS CHRISTIAN PUBLIC SCHOOL DIST	52 hours, 30 minutes
2500 HINDS CO SCHOOL DIST	107 hours, 30 minutes



**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
2521 CLINTON PUBLIC SCHOOL DIST	0 hours, 15 minutes
2560 MS SCHOOL FOR THE BLIND	54 hours, 0 minutes
2561 MS SCHOOL FOR THE DEAF	64 hours, 15 minutes
2600 HOLMES CO SCHOOL DIST	50 hours, 55 minutes
2620 DURANT PUBLIC SCHOOL DIST	34 hours, 45 minutes
2700 HUMPHREYS CO SCHOOL DIST	18 hours, 30 minutes
2900 ITAWAMBA CO SCHOOL DIST	5 hours, 15 minutes
3000 JACKSON CO SCHOOL DIST	0 hours, 45 minutes
3020 MOSS POINT SEPARATE SCHOOL DIST	0 hours, 30 minutes
3021 OCEAN SPRINGS SCHOOL DIST	3 hours, 0 minutes
3022 PASCAGOULA SEPARATE SCHOOL DIST	44 hours, 30 minutes
3111 EAST JASPER CONSOLIDATED SCHOOL DIST	41 hours, 35 minutes
3112 WEST JASPER CONSOLIDATED SCHOOLS	208 hours, 15 minutes
3200 JEFFERSON CO SCHOOL DIST	71 hours, 30 minutes
3300 JEFFERSON DAVIS CO SCHOOL DIST	49 hours, 25 minutes
3400 JONES CO SCHOOL DIST	9 hours, 20 minutes
3420 LAUREL SCHOOL DIST	18 hours, 35 minutes
3500 KEMPER CO SCHOOL DIST	33 hours, 22 minutes
3600 LAFAYETTE CO SCHOOL DIST	3 hours, 30 minutes
3620 OXFORD SCHOOL DIST	2 hours, 45 minutes
3700 LAMAR CO SCHOOL DIST	40 hours, 10 minutes
3711 LUMBERTON PUBLIC SCHOOL DIST	182 hours, 30 minutes
3800 LAUDERDALE CO SCHOOL DIST	3 hours, 21 minutes

**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
3820 MERIDIAN PUBLIC SCHOOL DIST	0 hours, 20 minutes
3900 LAWRENCE CO SCHOOL DIST	64 hours, 15 minutes
4000 LEAKE CO SCHOOL DIST	148 hours, 21 minutes
4100 LEE COUNTY SCHOOL DIST	0 hours, 45 minutes
4111 NETTLETON SCHOOL DIST	1 hour, 45 minutes
4120 TUPELO PUBLIC SCHOOL DIST	1 hour, 15 minutes
4200 LEFLORE CO SCHOOL DIST	4 hours, 5 minutes
4220 GREENWOOD PUBLIC SCHOOL DIST	24 hours, 15 minutes
4300 LINCOLN CO SCHOOL DIST	14 hours, 30 minutes
4306 MS SCHOOL FOR THE ARTS	35 hours, 0 minutes
4320 BROOKHAVEN SCHOOL DIST	29 hours, 0 minutes
4400 LOWNDES CO SCHOOL DIST	8 hours, 11 minutes
4406 MS SCH FOR MATH AND SC	15 hours, 30 minutes
4420 COLUMBUS MUNICIPAL SCHOOL DIST	0 hours, 20 minutes
4500 MADISON CO SCHOOL DIST	0 hours, 20 minutes
4520 CANTON PUBLIC SCHOOL DIST	6 hours, 20 minutes
4600 MARION CO SCHOOL DIST	57 hours, 0 minutes
4620 COLUMBIA SCHOOL DIST	84 hours, 0 minutes
4700 MARSHALL CO SCHOOL DIST	156 hours, 30 minutes
4720 HOLLY SPRINGS SCHOOL DIST	53 hours, 40 minutes
4820 ABERDEEN SCHOOL DIST	0 hours, 25 minutes
4821 AMORY SCHOOL DIST	10 hours, 20 minutes
4900 MONTGOMERY CO SCHOOL DIST	128 hours, 50 minutes

**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
4920 WINONA SEPARATE SCHOOL DIST	145 hours, 8 minutes
5000 NESHOPA COUNTY SCHOOL DIST	284 hours, 9 minutes
5020 PHILADELPHIA PUBLIC SCHOOL DIST	21 hours, 50 minutes
5100 NEWTON COUNTY SCHOOL DIST	52 hours, 2 minutes
5130 NEWTON MUNICIPAL SCHOOL DIST	8 hours, 6 minutes
5131 UNION PUBLIC SCHOOL DIST	0 hours, 20 minutes
5200 NOXUBEE CO SCHOOL DIST	148 hours, 28 minutes
5300 OKTIBBEHA CO SCHOOL DIST	0 hours, 20 minutes
5320 STARKVILLE SCHOOL DIST	23 hours, 32 minutes
5411 NORTH PANOLA CONSOLIDATED SCHOOL DIST	46 hours, 45 minutes
5412 SOUTH PANOLA SCHOOL DIST	2 hours, 15 minutes
5500 PEARL RIVER CO SCHOOL DIST	101 hours, 0 minutes
5520 PICAYUNE SCHOOL DIST	8 hours, 0 minutes
5530 POPLARVILLE SEPARATE SCHOOL DIST	2 hours, 45 minutes
5600 PERRY CO SCHOOL DIST	204 hours, 0 minutes
5620 RICHTON SCHOOL DIST	22 hours, 45 minutes
5711 NORTH PIKE SCHOOL DIST	2 hours, 0 minutes
5720 MCCOMB SCHOOL DIST	68 hours, 0 minutes
5800 PONTOTOC CO SCHOOL DIST	27 hours, 30 minutes
5820 PONTOTOC CITY SCHOOLS	3 hours, 15 minutes
5900 PRENTISS CO SCHOOL DIST	10 hours, 15 minutes
5920 BALDWIN SCHOOL DIST	27 hours, 15 minutes
5921 BOONEVILLE SCHOOL DIST	0 hours, 30 minutes

**Mississippi Department of Education**  
**K12 Network**  
***Hours by District - January 1, 2009 to December 31, 2009***

<b>School District</b>	<b>Work Order Time</b>
6000 QUITMAN CO SCHOOL DIST	12 hours, 45 minutes
6120 PEARL PUBLIC SCHOOL DIST	16 hours, 0 minutes
6200 SCOTT CO SCHOOL DIST	95 hours, 3 minutes
6220 FOREST MUNICIPAL SCHOOL DIST	45 hours, 31 minutes
6312 SOUTH DELTA SCHOOL DIST	5 hours, 0 minutes
6400 SIMPSON CO SCHOOL DIST	354 hours, 0 minutes
6500 SMITH CO SCHOOL DIST	376 hours, 0 minutes
6600 STONE CO SCHOOL DIST	2 hours, 15 minutes
6700 SUNFLOWER CO SCHOOL DIST	83 hours, 11 minutes
6720 DREW SCHOOL DIST	4 hours, 10 minutes
6721 INDIANOLA SCHOOL DIST	45 hours, 30 minutes
6811 EAST TALLAHATCHIE CONSOL SCHOOL DIST	28 hours, 30 minutes
6812 WEST TALLAHATCHIE CONSOL SCHOOL DIST	81 hours, 35 minutes
6900 TATE CO SCHOOL DIST	0 hours, 45 minutes
6920 SENATOBIA MUNICIPAL SCHOOL DIST	16 hours, 15 minutes
7011 NORTH TIPPAAH SCHOOL DIST	28 hours, 0 minutes
7012 SOUTH TIPPAAH SCHOOL DIST	120 hours, 45 minutes
7200 TUNICA CO SCHOOL DIST	65 hours, 30 minutes
7300 UNION CO SCHOOL DIST	59 hours, 15 minutes
7320 NEW ALBANY PUBLIC SCHOOL	7 hours, 40 minutes
7400 WALTHALL CO SCHOOL DIST	28 hours, 15 minutes
7611 HOLLANDALE SCHOOL DIST	0 hours, 20 minutes
7612 LELAND SCHOOL DIST	5 hours, 30 minutes

**Mississippi Department of Education**  
**K12 Network**  
*Hours by District - January 1, 2009 to December 31, 2009*

School District	Work Order Time
7613 WESTERN LINE SCHOOL DIST	2 hours, 15 minutes
7620 GREENVILLE PUBLIC SCHOOL	0 hours, 30 minutes
7700 WAYNE CO SCHOOL DIST	12 hours, 55 minutes
7800 WEBSTER CO SCHOOL DIST	15 hours, 18 minutes
7900 WILKINSON CO SCHOOL DIST	77 hours, 0 minutes
8020 LOUISVILLE MUNICIPAL SCHOOL DIST	2 hours, 30 minutes
8111 COFFEEVILLE SCHOOL DIST	4 hours, 20 minutes
8113 WATER VALLEY SCHOOL DIST	3 hours, 50 minutes
8200 YAZOO CO SCHOOL DIST	2 hours, 50 minutes
8220 YAZOO CITY MUNICIPAL SCHOOL DIST	1 hour, 45 minutes
MDE	9186 hours, 14 minutes

**ATTACHMENT D**  
**EXPERIENCE INFORMATION AND REFERENCE WORKBOOK**  
**for Proposal Option #3: Time & Materials Model**

Please see Excel spreadsheet posted with RFP.

**EXHIBIT A  
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 38510  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF EDUCATION**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Education located at 359 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, Customer, pursuant to Request for Proposals ("RFP") No. 3625 requested proposals for the acquisition of network and technical support services on a statewide basis for local schools and local school districts for the Mississippi Department of Education, and

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on October 1, 2010 and shall continue until the

close of business on June 30, 2013 (hereinafter referred to as "Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for two (2) additional one (1) year periods. Under no circumstances, however, shall this Agreement be renewed beyond June 30, 2015. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## **ARTICLE 2 SCOPE OF SERVICES**

(NOTE TO VENDORS: The scope of services set forth below will be revised at time of award so as to reflect which model is chosen by MDE.)

Contractor shall assign **INSERT NAME** to assist Customer in **INSERT DESCRIPTION AS TO WHAT THEY ARE TO DO** as specified in RFP No. 3625 and Contractor's proposal, as accepted by Customer, in response thereto, which are both incorporated herein by reference. It is understood by the Contractor that the individual assigned to perform such services shall work under the direction of **INSERT NAME**, or his designee, whose responsibilities include assigning, directing and monitoring the daily work and assessing the quality of the work in accordance with the Warranty Article herein. While Contractor's work is to be performed primarily on-site in the Customer's offices in Jackson, Mississippi, it is understood that with the Customer's written approval, certain work can be performed off-site if it can be demonstrated to the Customer's satisfaction that the off-site work provides a savings to the Customer and that the work done off-site does not interfere with or slow the progress of the project or reduce the quality of the work. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work. The parties understand and agree that while the usual work hours will be 8:00 A.M. to 5:00 P.M. (Central Time) Monday through Friday, occasionally they may be required to work outside of these hours.

## **ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT**

(NOTE TO VENDORS: The payment article set forth below will be revised at time of award so as to reflect which model is chosen by MDE.)

**3.1** As consideration for the performance of this Agreement, Customer shall pay Contractor **\$INSERT AMOUNT** per hour for the actual number of hours worked, not to exceed **INSERT # OF HOURS** hours. It is understood by the parties that travel, subsistence and any related project expenses are included in this hourly rate. No additional costs will be added to the monthly invoices for such expenses. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified sum of **\$INSERT TOTAL AMOUNT**. Contractor shall keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

**3.2** Contractor shall submit an invoice monthly with the appropriate documentation to Customer for any month in which services are rendered. Upon the expiration of this Agreement,



Contractor shall submit the final invoice with appropriate documentation to Customer for payment for the services performed during the final month of this Agreement. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor’s choice.

**3.3** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

#### **ARTICLE 4 WARRANTIES**

**4.1** The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Customer may, at its option, either terminate this Agreement immediately pursuant to the termination article herein, or require Contractor to provide replacement personnel satisfactory to Customer within thirty (30) calendar days of Contractor’s receipt of notification from Customer. Whether or not the departing personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the Customer. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge Customer for those hours; otherwise, Customer shall pay for all actual hours worked prior to Customer’s notification of replacement request to Contractor.

**4.2** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of

such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**4.3** Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**4.4** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

## **ARTICLE 5 EMPLOYMENT STATUS**

**5.1** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the

employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**5.5** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

#### **ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

#### **ARTICLE 7 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**8.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**8.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**8.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed

price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

**8.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**8.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 9 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary; (d) Customer may terminate this Agreement immediately as outlined in the Warranty Article herein, or (e) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions

of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**10.2** Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

#### **ARTICLE 11 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

#### **ARTICLE 12 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 13 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 14 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

#### **ARTICLE 15 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 16 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 17 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 18 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Customer's address for notice is: Dr. Kristopher Kaase, Associate Superintendent, Mississippi Department of Education, 359 North West Street, Jackson, Mississippi 39201. The Contractor's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the

records shall be retained until resolution.

## **ARTICLE 20 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 21 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## **ARTICLE 22 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

## **ARTICLE 23 CONFLICT OF INTEREST**

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

## **ARTICLE 24 SOVEREIGN IMMUNITY**

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

## **ARTICLE 25 CONFIDENTIAL INFORMATION**

**25.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor

following any termination or completion of this Agreement.

**25.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

#### **ARTICLE 26 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

#### **ARTICLE 28 NON-SOLICITATION OF EMPLOYEES**

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 29 ENTIRE AGREEMENT**

**29.1** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3625 and Contractor's Proposal in response thereto are hereby incorporated into and made a part of this Contract.

**29.2** The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Agreement signed by the parties hereto;



- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3625 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFP No. 3625.

**29.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

#### **ARTICLE 30 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 31 SURVIVAL**

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 33 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

#### **ARTICLE 34 NETWORK SECURITY**

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

#### **ARTICLE 35 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement.

#### **ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE**

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the

Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

#### **ARTICLE 37 PERFORMANCE BOND**

(NOTE TO VENDORS: A performance bond may or may not be required depending on which model MDE chooses. If a performance bond is required, the language would be as set forth below.)

As a condition precedent to the formation of this Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Contractor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Contractor's performance and performance of the products/services delivered and determine that the Contractor's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Contractor's expense and be payable to the Customer. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

#### **ARTICLE 38 CHANGE ORDER RATE AND PROCEDURE**

(NOTE TO VENDORS: This article may or may not be required depending on which model MDE chooses. If a change order article is required, the language would be as set forth below.)

**38.1** It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**38.2** The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope

of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**38.3** With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate specified in Exhibit A, which is incorporated herein. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that each change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

**38.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

**38.5** The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**38.6** In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**38.7** The Customer shall promptly review all revised project work plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Department of  
Education**

**INSERT NAME OF VENDOR**

**By: \_\_\_\_\_**  
**Authorized Signature**

**By: \_\_\_\_\_**  
**Authorized Signature**

**Printed Name: David L. Litchliter**

**Printed Name: \_\_\_\_\_**

**Title: Executive Director**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**